



**Invitation to Bid
16-028
Streets & Traffic Striping Contract**

Bid #16-028
Date: May 17, 2016

Open: June 2, 2016 @ 11:00 am

Sealed bids shall be prepared with **one original, two duplicates and one electronic media or the bid will be non-responsive.** Sealed bids shall be addressed to the Purchasing Department, City Hall, Room 306, 823 Rosenberg, Galveston, Texas 77550, and will be received until **11:00 AM CST on June 2, 2016** and opened immediately in that office in the presence of the City's auditor or a witness from the Finance Department and the Purchasing Department. Any bid received after **11:00 AM** on the date specified will be returned unopened, for the following project.

**BID 16-028
Streets & Traffic Striping Contract**

Bid package

The Invitation to Bid or Request for Proposals, Specifications/line Item Details, and the Bid Sheet are all considered part of the bid package. Bids must be submitted in duplicate on the forms provided by the City, including the Bid Sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid sheet/contract page(s) will disqualify the bid from being considered by City Council. Any individual signing in behalf of the bidder expressly affirms that he/she is duly authorized to tender this bid and to sign the Bid Sheet/contract under the terms and conditions in this bid. Bidder further understands that the signing of the contract shall be of no consequence unless the bid is subsequently awarded and the contract properly executed by City Council. All figures must be hand written in ink or typed. Figures written in pencil or with erasures are not acceptable; however, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

Note: bidder must submit his/her bid proposal on the forms provided herein. The bid sheet, tax statement, nepotism statement, non-collusion statement, and any other forms marked as needing to be returned must be completed, signed and witnessed as required or the bid will be non-responsive.

Envelopes will be sealed and marked with the bid number and opening time on the outside bottom left corner to avoid the opening of any bid before the prescribed time.

Bids sent by facsimile (fax) machine shall be rejected as being non-responsive specifications.

In an effort to maintain fairness in the process, inquiries concerning this procurement, including questions related to technical issues are to be directed to:

Purchasing Department
E-mail address: purchasing@cityofgalveston.org

****The Subject Line should read: BID 16-028 Streets & Traffic Striping Contract****

Bid Bonds*

Each bid must be accompanied by a certified cashier's check or acceptable bidders bond in the amount of 5% of the base bid as a guarantee that if awarded the contract, the Bidder will within thirty days from the date of the bid opening, enter into a contract and execute any required performance and payment bonds.

Bid bonds will be held up to ninety days during any discussion prior to award. Should discussions require additional time, Bidders will approve in writing an additional thirty days, not to exceed one hundred twenty days.

Restrictive or ambiguous specifications

It is the responsibility of the prospective bidder to review the entire bid packet and to notify the Purchasing

Office if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or bidding procedures must be received in the Purchasing Office not less than seventy-two hours prior to the time set for bid opening. Vendors are to bid as specified herein or bid an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that the City of Galveston is seeking.

Pricing

Bids will be either lump sum or unit prices as shown on the bid sheet. The net price will be that which reflects the goods to be delivered to the City of Galveston, including all freight or shipping charges. The City is tax exempt and no taxes should be included in your bid.

Pass-through cost adjustments

Except in instances of extreme extenuating circumstances, vendor prices shall remain firm throughout the contract period and any renewal period(s). Examples of extreme extenuating circumstances include such situations as a nationwide rail strike, oil shortage, oil embargo or war.

In extreme extenuating circumstances vendors may be allowed to temporarily "pass-through" additional costs that they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a vendor's cost for his product exceeds 10% over the original cost of the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a vendor thinks he/she will be asking for a pass through cost adjustment during the term of his/her contract, then the original cost of his/her product to him/her must be stated in the vendor's original bid.

Modification of bids

A bidder may modify a bid by letter at any time prior to the submission deadline for receipt of bids. The modification letter must be received prior to the submission deadline. Alterations made before opening time must be initialed by the bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications will be accepted at any time prior to City Council's consideration of the bid.

Award of contract

In accordance with State law, if the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest most responsive and responsible bidder or to the bidder who provides goods or services at the best value for the municipality.

Each bidder/proposer by submitting a bid/proposal agrees that if their bid/proposal is accepted by City Council, such bidder/proposer will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this bid/proposal and contract.

Contractor shall submit to the City, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under the required insurance schedule of the (Invitation to Bid or Request for Proposal).

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds and Irrevocable Letters of Credit (if required) have been approved by the City of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the City of Galveston.

Best and final offers

In determining and evaluating the best bid/proposal, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of service offered and the reputation of the service in general use will also be considered with any other relevant items. The City Council shall be sole judge in the determination of these matters.

Per Local Government Code 252.043(b):

In determining the best value for the municipality, the municipality may consider:

- (1) the purchase price;
- (2) the reputation of the bidder's goods or services;
- (3) the quality of the bidder's goods or services;
- (4) the extent to which the goods or services meet the municipality's needs;
- (5) the bidder's past relationship with the municipality;
- (6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses (HUB) and non-profit organizations employing persons with disabilities;
- (7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
- (8) any relevant criteria specifically listed in the request for bids or proposals.

Evaluation Process

Bids that do not conform to the instructions given or which do not address all the services as specified may be eliminated from consideration. The City of Galveston, however, reserves the right to accept such bid if it is determined to be in the City's best interest to do so.

The City of Galveston may initiate discussions with vendors. Discussions may not be initiated by vendors. The City of Galveston expects to conduct discussions with vendor personnel authorized to contractually obligate the vendor with an offer. Vendors shall not contact any City of Galveston personnel during the bid process without the express permission from the city's Purchasing Agent. The City of Galveston Purchasing Agent may disqualify any vendor who has made site visits, contacted City of Galveston personnel or distributed any literature without authorization from this office.

All correspondence relating to this bid, from advertisement to award, shall be sent to the City of Galveston's Purchasing Department. All presentations and/or meetings between the City of Galveston and the vendor relating to this bid shall be coordinated by the City of Galveston Purchasing Department.

No award can be made until the City of Galveston City Council approves such action.

Single bid/proposal response

If only one proposal or bid is received in response to the Request for Proposals/Bids, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

Non-discrimination:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

Responsibility

The City must decide whether or not the supplier has the strengths to be granted an award. Certain criteria must be met such as: financial stability, capability and capacity. History of past litigation due to lack of performance may be considered but not necessarily used as a determining factor.

The award will be made to the bidder who is determined to be the lowest bidder demonstrating the best ability to fulfill the requirements of the bid. The prices proposed will be considered firm and cannot be altered after the submission deadline. The City of Galveston reserves the right to award this bid on a per line item basis or in its entirety, whichever is in the best interest of the City.

Contract term

The term of the resultant contract will begin on the date of execution by City Council and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth. This contract will be for twelve (12) months with the option to renew for two (2) additional twelve (12) month terms, upon approval by the City Council. Renewal determination will be based on vendor performance and pricing.

Termination for default

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

In the event of Termination for Default, the City of Galveston, its agents or representatives shall not be liable for loss of any profits anticipated to be made by contractor.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

The City of Galveston reserves the right to terminate this contract immediately in the event contractor:

1. Fails to meet delivery or completion schedules;
2. Fails to otherwise perform in accordance with the accepted (bid, proposal) and the contract.

Termination for convenience

The City of Galveston may terminate this contract upon at least thirty (30) days prior written notice for its convenience or for any reason deemed by the City to serve the public interest; and/or the City of Galveston may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order. In no event shall the City be liable for any profits anticipated to be made hereunder by the contractor should this contract be terminated early.

Re-appropriation of Budget Items

The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.

Force Majeure

If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.

No commitment by the City of Galveston

This (Invitation to Bid or Request for Proposal) does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (bid/proposal) to this request, or to procure or contract for services or supplies.

Wage Rates

In conformance with applicable statutes, the general prevailing wage rates determined by the United States Department of Labor in accordance with the Davis-Bacon Act, in the locality in which the work is to be performed have been asserted and such rates shall be the minimum paid for labor employed on this project. If, however, Federal funds are used, specified wage decisions will be listed as part of the overall bid document.

Change Orders, as per Texas Local Government Code section 252.048

- (a) If Changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$15,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change order.

- (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

Appropriation of Funds

The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.

Confidentiality of information in bids and proposals

Pursuant to State law, bids/proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the bids/proposals secret during negotiations. All bids/proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the bids/proposals are not open for public inspection.

Exception to bid

The bidder will list on a separate sheet of paper any exceptions to the conditions of the bid. This sheet will be labeled, "Exceptions to bid conditions", and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

Changes in specifications

If it becomes necessary to revise any part of this bid, a written notice of such revision will be provided to all bidders. The City is not bound by any oral representation(s), clarification(s), or changes made in the written specifications by the City's employees, unless such clarification or change is provided to bidders in a written addendum from the Purchasing Supervisor.

Liquidated damages

The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of \$250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of \$250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.

Protest

Any actual or prospective bidder/proposer who is allegedly involved with the solicitation or award of bid/proposal may protest. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.

All protest lodged by potential or actual bidders, contractors or proposers must be made in writing and contain the following information.

1. Name, address and telephone number of the protestor.
2. Identification of the solicitation or contract number and time.
3. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
4. Identification of the issue (s) to be resolved and statement of what relief is requested.
5. Arguments and authorities in support of the protest.

6. A statement that copies of the protest have been mailed or delivered to all interested parties in the invitation to bid or request for proposals process. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.

The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston will be final.

Proof of insurance

The successful bidder agrees to maintain certain types of insurance and bond protection throughout the duration of the project. All insurance policies and bonds are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning bidder. Specific details of coverage limits and conditions are to be followed as listed below. Any variance from these requirements must be denoted in writing and included as exceptions to the bid specifications.

Required insurance

Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

\$2,000,000 general liability (includes products and personal, etc.)

\$1,000,000 automobile damage

\$500,000 workers compensation employers' liability

Statutory limits for workers compensation

Insurance coverage shall be on an "occurrence basis"

Pursuant to Sec. 2-341 of the City Code, the City has made the following Declaration of policy

It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:

1. Increase the capacity of local M/WBE's to provide products and services.
2. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.

Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible bidder and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible bidder.

Additionally The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

Laws

Contractors must comply with all Federal, State, and local laws and regulations.

Withdrawal of bid

Bidders may request withdrawal of a sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Supervisor in writing. No bids may be withdrawn for a period of sixty calendar days after the opening of bids.

The City of Galveston reserves the right to reject any and all bids, in whole or in part; to waive any informality in any bid, and to accept the bid, which, in its discretion, is in the best interest of the City of Galveston. In case of ambiguity or lack of completeness in stating the prices in any bid, the City reserves the right to consider the most advantageous bid thereof.

The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).

Local Bidder Options

Texas Local Govt. Code 271.905 states that municipalities with a population under 200,000 may utilize a local bidder preference when a bidder whose principal place of business is in the municipality. The local bidder preference is a 3% allowance against a non-resident bidder. This is able to be used for bids dealing with the purchase of goods only. There is not a limited dollar amount for the purchase.

Texas Local Govt. Code 271.9051 states that municipalities with a population under 250,000 may utilize a local bidder preference when a bidder whose principal place of business is in the municipality. The local bidder preference is a 5% allowance against a non-resident bidder. This is able to be used for bids dealing with the purchase of goods and services for an amount less than \$100,000.

Indemnity clause

IN ACCORDANCE WITH STATE LAW, THE CONTRACTOR AGREES TO INDEMNIFY, SAVE, AND HOLD HARMLESS THE CITY OF GALVESTON, TEXAS, ITS EMPLOYEES, OFFICIALS, AND AGENTS FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LAWSUITS, PROCEEDINGS, JUDGMENTS, OR LIABILITIES, FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF ANYONE UNDER THE CONTRACTOR'S SUPERVISION OR CONTROL.

IN THE EVENT OF ANY CAUSE OF ACTION OR CLAIM ASSERTED BY A PARTY TO THIS AGREEMENT OR ANY THIRD PARTY, THE CITY WILL PROVIDE THE CONTRACTOR WITH TIMELY NOTICE OF SUCH CLAIM, DISPUTE OR NOTICE. THEREAFTER, THE CONTRACTOR SHALL AT ITS OWN EXPENSE, FAITHFULLY AND COMPLETELY DEFEND AND PROTECT THE CITY AGAINST ANY AND ALL LIABILITIES ARISING FROM THIS CLAIM, CAUSE OF ACTION, OR NOTICE.

IF THE CONTRACTOR SHOULD FAIL TO SO SUCCESSFULLY DEFEND, THE CITY MAY DEFEND, PAY OR SETTLE THE CLAIM OR OTHER CAUSE OF ACTION WITH FULL RIGHTS OF RECOURSE AGAINST THE CONTRACTOR FOR ANY AND ALL FEES, COSTS, EXPENSES, AND PAYMENTS, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND SETTLEMENT PAYMENTS, MADE OR AGREED TO BE PAID IN ORDER TO DISCHARGE THE CLAIM, CAUSE OF ACTION, DISPUTE OR LITIGATION.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND CITY OF GALVESTON, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN AGREEMENT BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY OF GALVESTON FROM CONSEQUENCES OF CITY OF GALVESTON'S OWN NEGLIGENCE, WHEN THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, OR LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY OF GALVESTON UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. CONTRACTOR ASSUMES NO LIABILITY FOR THE SOLE NEGLIGENCE OF CITY OF GALVESTON, ITS OFFICERS, AGENTS, OR EMPLOYEES.

Provision to be applied if Indemnity is Void

If the foregoing indemnity provision is found void for any reason, and only in that case, then the parties agree that if any claim or suit for damages of any nature arising out of or occasioned by Contractor's breach of any of the terms or provisions of this Contract or by any negligent act or omission of Contractor, its officers, agents, associates, employees or subcontractors, then Contractor will be obligated to pay for the legal defense of the City, its officers, agents and employees against such claim or suit (including the costs and expenses associated with that defense). It is additionally expressly agreed that any payment due as a result of any successful claim or lawsuit shall be paid by the party or parties found liable in the proportion of liability found against that party after the matter has been finally litigated or, alternatively, in the proportion agreed upon by the parties if the matter is settled. This provision does not waive any immunity or defense available to either party under Texas law. The provisions of this Paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

This agreement is binding upon and is to inure to the benefit of the parties, their successors, assigns, and personal representatives.

City of Galveston
Department of Finance
Purchasing Division

**INVITATION TO BID SHEET
BID #16-028
CITY OF GALVESTON, TEXAS**

Having read and understood the instructions, terms, conditions and specifications, we submit the following:

Total: \$ _____

Witness

Company Name

Date

Authorized Representative Signature

Printed Name

Title

Correspondence Address

Remit Address

City, State, Zip Code

City, State, Zip Code

Tax Identification Number (Tin/Fien/Ssn)

Telephone Number

Fax Number

Email address

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED

ATTACHMENT A – “PROPERTY TAXES STATEMENT”

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE
PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL
“NON-RESPONSIVE.”**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes
delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City
whether an assumed name, partnership, corporation, or any other legal form.

_____ I do not owe the City property taxes that are delinquent.

_____ I owe City property taxes that are delinquent on property located at

Bidder's Printed or Typed Name

Bidder's Signature

Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED

ATTACHMENT B – “NEPOTISM STATEMENT”

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE
PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL
“NON-RESPONSIVE.”**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Bidder or Proposer is an individual:

_____ I am not related by blood or marriage to any official or employee of the
City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s)
of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

_____ The officers of the company submitting this bid or proposal are not related by
blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this bid are related by blood or marriage
to the following official(s) or employee(s) of the City of Galveston.

Name and title of officer:

Employee and title of City Official or Employee: _____

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED

ATTACHMENT C –“NON-COLLUSION STATEMENT”

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.

VENDOR_____

ADDRESS_____

PHONE _____

FAX _____

BIDDER (SIGNATURE) _____

BIDDER (PRINTED NAME) _____

POSITION WITH COMPANY _____

**SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS BID** _____

**COMPANY OFFICIAL
(PRINTED NAME)** _____

OFFICIAL POSITION _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED

THE CITY OF GALVESTON, TEXAS

***DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL
RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.***

**BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)**

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED

**SCOPE OF WORK
BID 16-028
STREET STRIPING**

See the attached TxDOT specifications for the items on the pricing sheet. The entire TxDOT specification manual for 2014 can be downloaded on their website at:

<ftp://ftp.dot.state.tx.us/pub/txdot-info/des/spec-book-1114.pdf>

For technical questions regarding this specification that cannot be answered in the scope of work, the attached documents, or the TxDOT manual; see the instructions on Page 1 in the section, "Bid documents".

Item 666

Retroreflectorized Pavement Markings



1. DESCRIPTION

Furnish and place retroreflectorized, non-retroreflectorized (shadow) and profile pavement markings.

2. MATERIALS

2.1. **Type I Marking Materials.** Furnish in accordance with DMS-8220, "Hot Applied Thermoplastic."

Furnish pavement marking material used for Type I profile markings and shadow markings that have been approved by the Construction Division, and in accordance with DMS-8220, "Hot Applied Thermoplastic."

2.2. **Type II Marking Materials.** Furnish in accordance with DMS-8200, "Traffic Paint."

2.3. **Glass Traffic Beads.** Furnish drop-on glass beads in accordance with DMS-8290, "Glass Traffic Beads" or as approved. Furnish a double-drop of Type II and Type III drop-on glass beads where each type bead is applied separately in equal portions (by weight), unless otherwise approved. Apply the Type III beads before applying the Type II beads.

2.4. **Labeling.** Use clearly marked containers that indicate color, mass, material type, manufacturer, and batch number.

3. EQUIPMENT

3.1. **General Requirements.** Use equipment that:

- is maintained in satisfactory condition,
- meets or exceeds the requirements of the National Board of Fire Underwriters and the Texas Railroad Commission for this application,
- applies beads by an automatic bead dispenser attached to the pavement marking equipment in such a manner that the beads are dispensed uniformly and almost instantly upon the marking as the marking is being applied to the road surface. The bead dispenser must have an automatic cut-off control, synchronized with the cut-off of the pavement marking equipment,
- has an automatic cut-off device with manual operating capabilities to provide clean, square marking ends,
- is capable of producing the types and shapes of profiles specified, and
- can provide continuous mixing and agitation of the pavement marking material. The use of pans, aprons, or similar appliances which the die overruns will not be permitted for longitudinal striping applications.

Provide a hand-held thermometer capable of measuring the temperature of the marking material when applying Type I material.

When pavement markings are required to meet minimum retroreflectivity requirements on the plans:

- Use a mobile retroreflectometer approved by the Construction Division and certified by the Texas A&M Transportation Institute Mobile Retroreflectometer Certification Program.
- Use a portable retroreflectometer that:
 - uses 30-meter geometry and meets the requirements described in ASTM E1710;
 - has either an internal global positioning system (GPS) or the ability to be linked with an external GPS with a minimum accuracy rating of 16 ft. 5 in., in accordance with the circular error probability

(CEP) method (CEP is the radius of the circle with its origin at a known position that encompasses 50% of the readings returned from the GPS instrument);

- can record and print the GPS location and retroreflectivity reading for each location where readings are taken.

3.2. **Material Placement Requirements.** Use equipment that can place:

- at least 40,000 ft. of 4-in. solid or broken non-profile markings per working day at the specified thickness;
- at least 15,000 ft. of solid or broken profile pavement markings per working day at the specified thickness;
- linear non-profile markings up to 8 in. wide in a single pass;
- non-profile pavement markings other than solid or broken lines at an approved production rate;
- a centerline and no-passing barrier-line configuration consisting of 1 broken line and 2 solid lines at the same time to the alignment, spacing, and thickness for non-profile pavement markings shown on the plans;
- solid and broken lines simultaneously;
- white line from both sides;
- lines with clean edges, uniform cross-section with a tolerance of $\pm 1/8$ in. per 4 in. width, uniform thickness, and reasonably square ends;
- skip lines between 10 and 10-1/2 ft., a stripe-to-gap ratio of 10 to 30, and a stripe-gap cycle between 39-1/2 ft. and 40-1/2 ft., automatically;
- beads uniformly and almost instantly on the marking as the marking is being applied;
- beads uniformly during the application of all lines (each line must have an equivalent bead yield rate and embedment); and
- double-drop bead applications using both Type II and Type III beads from separate independent bead applicators, unless otherwise approved by the Engineer.

4. CONSTRUCTION

Place markings before opening to traffic unless short-term or work zone markings are allowed.

4.1. **General.** Obtain approval for the sequence of work and estimated daily production. Minimize interference to roadway operations when placing markings on roadways open to traffic. Use traffic control as shown on the plans or as approved. Protect all markings placed under open-traffic conditions from traffic damage and disfigurement.

Establish guides to mark the lateral location of pavement markings as shown on the plans or as directed, and have guide locations verified. Use material for guides that will not leave a permanent mark on the roadway.

Apply markings on pavement that is completely dry and passes the following tests:

- **Type I Marking Application**—Place a sample of Type I marking material on a piece of tarpaper placed on the pavement. Allow the material to cool to ambient temperature, and then inspect the underside of the tarpaper in contact with the pavement. Pavement will be considered dry if there is no condensation on the tarpaper.
- **Type II Marking Application**—Place a 1-sq. ft. piece of clear plastic on the pavement, and weight down the edges. The pavement is considered dry if, when inspected after 15 min., no condensation has occurred on the underside of the plastic.

Apply markings:

- that meet the requirements of Tex-828-B,

- that meet minimum retroreflectivity requirements when specified on the plans (applies to Type I markings only),
- using widths and colors shown on the plans,
- at locations shown on the plans,
- in proper alignment with the guides without deviating from the alignment more than 1 in. per 200 ft. of roadway or more than 2 in. maximum,
- without abrupt deviations,
- free of blisters and with no more than 5% by area of holes or voids,
- with uniform cross-section, density and thickness,
- with clean and reasonably square ends,
- that are retroreflectorized with drop-on glass beads, and
- using personnel skilled and experienced with installation of pavement markings.

Remove all applied markings that are not in alignment or sequence as stated on the plans, or in the specifications, at the Contractor's expense in accordance with Item 677, "Eliminating Existing Pavement Markings and Markers," except for measurement and payment.

4.2. **Surface Preparation.** Prepare surfaces in accordance with this Section unless otherwise shown on the plans.

4.2.1. **Cleaning for New Asphalt Surfaces and Retracing of All Surfaces.** Air blast or broom the pavement surface for new asphalt surfaces (less than 3 years old) and for retracing of all surfaces to remove loose material, unless otherwise shown on the plans. A sealer for Type I markings is not required unless otherwise shown on the plans.

4.2.2. **Cleaning for Old Asphalt and Concrete Surfaces (Excludes Retracing).** Clean old asphalt surfaces (more than 3 years old) and all concrete surfaces in accordance with Item 678, "Pavement Surface Preparation for Markings," to remove curing membrane, dirt, grease, loose and flaking existing construction markings, and other forms of contamination.

4.2.3. **Sealer for Type I Markings.** Apply a pavement sealer to old asphalt surfaces (more than 3 years old) and to all concrete surfaces before placing Type I markings on locations that do not have existing markings, unless otherwise approved. The pavement sealer may be either a Type II marking or an acrylic or epoxy sealer as recommended by the Type I marking manufacturer unless otherwise shown on the plans. Follow the manufacturer's directions for application of acrylic or epoxy sealers. Clean sealer that becomes dirty after placement by washing or in accordance with Section 666.4.2.1., "Cleaning for New Asphalt Surfaces and Retracing of All Surfaces," as directed. Place the sealer in the same configuration and color (unless clear) as the Type I markings unless otherwise shown on the plans.

4.3. **Application.** Apply markings during good weather unless otherwise directed. If markings are placed at Contractor option when inclement weather is impending and the markings are damaged by subsequent precipitation, the Contractor is responsible for all required replacement costs.

4.3.1. **Type I Markings.** Place the Type I marking after the sealer cures. Apply within the temperature limits recommended by the material manufacturer. Flush the spray head if spray application operations cease for 5 min or longer by spraying marking material into a pan or similar container until the material being applied is at the recommended temperature.

Apply on clean, dry pavements passing the moisture test described in Section 666.4.1., "General," and with a surface temperature above 50°F when measured in accordance with Tex-829-B.

4.3.1.1. **Non-Profile Pavement Markings.** Apply Type I non-profile markings with a minimum thickness of:

- 0.100 in. (100 mils) for new markings and retracing water-based markings on surface treatments involving Item 316, "Seal Coat,"

- 0.060 in. (60 mils) for retracing on thermoplastic pavement markings, or
- 0.090 in. (90 mils) for all other Type I markings.

The maximum thickness for Type I non-profile markings is 0.180 in. (180 mils). Measure thickness for markings in accordance with Tex-854-B using the tape method.

4.3.1.2. Profile Pavement Markings. Apply Type I profile markings with a minimum thickness of:

- 0.060 in. (60 mil) for edgeline markings, or
- 0.090 in. (90 mil) for gore and centerline/no-passing barrier line markings.

In addition, at a longitudinal spacing indicated on the plans, the markings must be profiled in a vertical manner such that the profile is transverse to the longitudinal marking direction. The profile must not be less than 0.30 in. (300 mil) nor greater than 0.50 in. (500 mil) in height when measured above the normal top surface plane of the roadway. The transverse width of the profile must not be less than 3.25 in., and the longitudinal width not less than 1 in., when measured at the top surface plane of the profile bar. The profile may be either a 1 or 2 transverse bar profile. When the 2 transverse bar profile is used, the spacing between the bases of the profile bars must not exceed 0.50 in. The above transverse bar width is for each 4 in. of line width.

4.3.2. Type II Markings. Apply on surfaces with a minimum surface temperature of 50°F. Apply at least 20 gal. per mile on concrete and asphalt surfaces and at least 22 gal. per mile on surface treatments for a solid 4-in. line. Adjust application rates proportionally for other widths. When Type II markings are used as a sealer for Type I markings, apply at least 15 gal. per mile using Type II drop-on beads.

4.3.3. Bead Coverage. Provide a uniform distribution of beads across the surface of the stripe for Type I and Type II markings, with 40% to 60% bead embedment.

4.4. Retroreflectivity Requirements. When specified on the plans, Type I markings must meet the following minimum retroreflectivity values for edgeline markings, centerline or no passing barrier-line, and lane lines when measured any time after 3 days, but not later than 10 days after application:

- White markings: 250 millicandelas per square meter per lux (mcd/m²/lx)
- Yellow markings: 175 mcd/m²/lx

4.5. Retroreflectivity Measurements. Use a mobile retroreflectometer for projects requiring minimum retroreflectivity requirements to measure retroreflectivity for Contracts totaling more than 200,000 ft. of pavement markings, unless otherwise shown on the plans. For Contracts with less than 200,000 ft. of pavement markings or Contracts with callout work, mobile or portable retroreflectometers may be used at the Contractor's discretion.

4.5.1. Mobile Retroreflectometer Measurements. Provide mobile measurements averages for every 0.1 miles unless otherwise specified or approved. Take measurements on each section of roadway for each series of markings (i.e., edgeline, center skip line, each line of a double line, etc.) and for each direction of traffic flow. Measure each line in both directions for centerlines on two-way roadways (i.e., measure both double solid lines in both directions and measure all center skip lines in both directions). Furnish measurements in compliance with Special Specification, "Mobile Retroreflectivity Data Collection for Pavement Markings," unless otherwise approved. The Engineer may require an occasional field comparison check with a portable retroreflectometer meeting the requirements listed above to ensure accuracy. Use all equipment in accordance with the manufacturer's recommendations and directions. Inform the Engineer at least 24 hr. before taking any measurements.

A marking meets the retroreflectivity requirements if:

- the combined average retroreflectivity measurement for a one-mile segment meets the minimum retroreflectivity values specified, and
- no more than 30% of the retroreflectivity measurement values are below the minimum retroreflectivity requirements value within the one-mile segment.

The Engineer may accept failing one-mile segments if no more than 20% of the retroreflectivity measurements within that mile segment are below the minimum retroreflectivity requirement value.

The one-mile segment will start from the beginning of the data collection and end after a mile worth of measurements have been taken; each subsequent mile of measurements will be a new segment. Centerlines with 2 stripes (either solid or broken) will result in 2 miles of data for each mile segment. Each centerline stripe must be tested for compliance as a stand-alone stripe.

Restripe at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking if the marking fails retroreflectivity requirements. Take measurements every 0.1 miles a minimum of 10 days after this second application within that mile segment for that series of markings.

If the markings do not meet minimum retroreflectivity after 10 days of this second application, the Engineer may require removal of all existing markings, a new application as initially specified, and a repeat of the application process until minimum retroreflectivity requirements are met.

4.5.2. Portable Retroreflectometer Measurements. Take a minimum of 20 measurements for each 1-mi. section of roadway for each series of markings (i.e., edgeline, center skip line, each line of a double line, etc.) and direction of traffic flow when using a portable reflectometer. Measure each line in both directions for centerlines on two-way roadways (i.e., measure both double solid lines in both directions and measure all center skip lines in both directions). The spacing between each measurement must be at least 100 ft. The Engineer may decrease the mileage frequency for measurements if the previous measurements provide satisfactory results. The Engineer may require the original number of measurements if concerns arise.

Restripe once at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the average of these measurements fails. Take a minimum of 10 more measurements after 10 days of this second application within that mile segment for that series of markings. Restripe again at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the average of these measurements fall below the minimum retroreflectivity requirements. If the markings do not meet minimum retroreflectivity after this third application, the Engineer may require removal of all existing markings, a new application as initially specified, and a repeat of the application process until minimum retroreflectivity requirements are met.

4.5.3. Traffic Control. Provide traffic control, as required, when taking retroreflectivity measurements after marking application. On low volume roadways (as defined on the plans), refer to the figure, "Temporary Road Closure" in Part 6 of the *Texas Manual on Uniform Traffic Control Devices* for the minimum traffic control requirements. For all other roadways, the minimum traffic control requirements will be as shown on the Traffic Control Plan (TCP) standard sheets TCP (3-1) and TCP (3-2). The lead vehicle will not be required on divided highways. The TCP and traffic control devices must meet the requirements listed in Item 502, "Barricades, Signs, and Traffic Handling." Time restrictions that apply during striping application will also apply during the retroreflectivity inspections except when using the mobile retroreflectometer unless otherwise shown on the plans or approved.

4.6. Performance Period. All markings must meet the requirements of this specification for at least 30 calendar days after installation. Unless otherwise directed, remove pavement markings that fail to meet requirements, and replace at the Contractor's expense. Replace failing markings within 30 days of notification. All replacement markings must also meet all requirements of this Item for a minimum of 30 calendar days after installation.

5. MEASUREMENT

This Item will be measured by the foot; by each word, symbol, or shape; or by any other unit shown on the plans. Each stripe will be measured separately.

This is a plans quantity measurement item. The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Acrylic or epoxy sealer, or Type II markings when used as a sealer for Type I markings, will be measured by the foot; by each word, symbol, or shape; or by any other unit shown on the plans.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Pavement Sealer" of the size specified, "Retroreflectorized Pavement Markings" of the type and color specified and the shape, width, size, and thickness specified as applicable, "Retroreflectorized Pavement Markings with Retroreflective Requirements" of the types, colors, sizes, widths, and thicknesses specified or "Retroreflectorized Profile Pavement Markings" of the various types, colors, shapes, sizes, and widths specified.

This price is full compensation for application of pavement markings, materials, equipment, labor, tools, and incidentals.

Surface preparation of new concrete and asphalt concrete pavements more than 3 years old, where no stripe exists, will be paid for under Item 678, "Pavement Surface Preparation for Markings." Surface preparation of all other asphalt and old concrete pavement, except for sealing, will not be paid for directly but is subsidiary to this Item.

Work zone pavement markings (Type II, paint and beads) used as a sealer for Type I markings (thermoplastic) will be paid for under Item 662, "Work Zone Pavement Markings."

If the Engineer requires that markings be placed in inclement weather, repair or replacement of markings damaged by the inclement weather will be paid for in addition to the original plans quantity.

Item 672

Raised Pavement Markers



1. DESCRIPTION

Furnish and install raised pavement markers (RPMs).

2. MATERIALS

2.1. **Markers.** Furnish RPMs in accordance with the following Department Material Specifications:

- **Reflectorized Pavement Markers.** DMS-4200, "Pavement Markers (Reflectorized)," types I-A, I-C, I-R, II-A-A, and II-C- R.
- **Traffic Buttons.** DMS-4300, "Traffic Buttons," types I-A, I-C, I-R, II-A-A, II-C- R, W, Y and B. Round or oval unless otherwise specified on the plans.
- **Plowable Reflectorized Pavement Markers.** DMS-4210, "Snowplowable Pavement Markers," types I-A, I-C, I-R, II-A-A, and II-C- R.

The following are descriptions for each type of RPM:

- **Type I-A.** The approach face must retro-reflect amber light. The body, other than the retro-reflective face, must be yellow.
- **Type I-C.** The approach face must retro-reflect white light. The body, other than the retro-reflective face, must be white or silver-white.
- **Type I-R.** The trailing face must retro-reflect red light. The body, other than the retro-reflective face, must be white or silver-white, except for I-R plowable markers which may be black.
- **Type II-A-A.** The 2 retro-reflective faces (approach and trailing) must retro-reflect amber light. The body, other than the retro-reflective faces, must be yellow.
- **Type II-C-R.** Contain 2 retro-reflective faces with an approach face that must retro-reflect white light and a trailing face that must retro-reflect red light. The body, other than the retro-reflective faces, must be white or silver-white.
- **Type W.** Must have a white body and no reflective faces.
- **Type Y.** Must have a yellow body and no reflective faces.
- **Type B.** Must have a black body and no reflective faces.

2.2. **Adhesives.** Furnish adhesives that conform to the following requirements:

- DMS-6100, "Epoxy and Adhesives," Type II—Traffic Marker Adhesives.
- DMS-6130, "Bituminous Adhesive for Pavement Markers."
- The Contractor may propose alternate adhesive materials for consideration and approval.

2.3. **Sampling.** The Engineer will sample in accordance with Tex-729-I.

3. CONSTRUCTION

Remove existing RPMs in accordance with Item 677, "Eliminating Existing Pavement Markings and Markers," except for measurement and payment. Furnish RPMs for each class from the same manufacturer. Prepare all surfaces in accordance with Item 678, "Pavement Surface Preparation for Markings," when shown on the plans. Ensure the bond surfaces are free of dirt, curing compound, grease, oil, moisture, loose or unsound pavement markings, and any other material that would adversely affect the adhesive bond.

Establish pavement marking guides to mark the lateral location of RPMs as shown on the plans and as directed. Do not make permanent marks on the roadway for the guides.

Place RPMs in proper alignment with the guides. Acceptable placement deviations are shown on the plans. Remove RPMs

placed out of alignment or sequence, as shown on the plans or stated in this specification, at Contractor's expense, in accordance with Item 677, "Eliminating Existing Pavement Markings and Markers" (except for measurement and payment).

Use the following adhesive materials for placement of reflectorized pavement markers, and traffic buttons unless otherwise shown on the plans:

- standard or flexible bituminous adhesive for applications on bituminous pavements, and
- epoxy adhesive or flexible bituminous adhesive for applications on hydraulic cement concrete pavements.

Use epoxy adhesive for plowable reflectorized pavement markers. Apply enough

adhesives to:

- ensure that 100% of the bonding area of RPMs is in contact with the adhesive, and
- ensure that RPMs, except for plowable markers, are seated on a continuous layer of adhesive and not in contact with the pavement surface.

Apply adhesives in accordance with manufacturer's recommendations unless otherwise required by this Article. Apply bituminous adhesive only when pavement temperature and RPM temperature are 40°F or higher. Do not heat bituminous adhesive above 400°F. Machine agitate bituminous adhesive continuously before application to ensure even heat distribution.

Machine-mix epoxy adhesive. Apply epoxy adhesive only when pavement temperature is 50°F or higher. Furnish RPMs free of rust, scale, dirt, oil, grease, moisture, and contaminants that might adversely affect the adhesive bond.

Place RPMs immediately after the adhesive is applied and ensure proper bonding. Do not use adhesives or any other material that impairs the functional retro-reflectivity of the RPMs.

Provide a 30-day performance period that begins the day following written acceptance for each separate location. The date of written acceptance will be the last calendar day of each month for the RPMs installed that month for the completed separate project locations. This written acceptance does not constitute final acceptance.

Replace all missing, broken or non-reflective RPMs. Visual evaluations will be used for these determinations. Upon request, the Engineer will allow a Contractor representative to accompany the Engineer on these evaluations.

The Engineer may exclude RPMs from the replacement provisions of the performance, provided the Engineer determines the failure is a result of causes other than defective material or inadequate installation procedures. Examples of outside causes are extreme wear at intersections, damage by snow or ice removal, and pavement failure.

Replace all missing or non-reflective RPMs identified during the performance period within 30 days after notification. The end of the performance period does not relieve the Contractor from the performance deficiencies requiring corrective action identified during the performance period.

4. MEASUREMENT

This Item will be measured by each RPM.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments are required.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Reflectorized Pavement Marker," "Traffic Button," or "Plowable Reflectorized Pavement Marker" of the types specified. This price is full compensation for removing existing markers; furnishing and installing RPMs; and materials, equipment, labor, tools, and incidentals.

No additional payment will be made for replacement of RPMs failing to meet the performance requirements.

Item 677

Eliminating Existing Pavement Markings and Markers



1. DESCRIPTION

Eliminate existing pavement markings and raised pavement markers (RPMs).

2. MATERIALS

Furnish surface treatment materials in accordance with the following Items:

- Item 300, "Asphalts, Oils, and Emulsions"
- Item 302, "Aggregates for Surface Treatments"
- Item 316, "Seal Coat"

Use approved patching materials for repairing damaged surfaces.

Use a commercial abrasive blasting medium capable of producing the specified surface cleanliness. Use potable water when water is required.

3. EQUIPMENT

Furnish and maintain equipment in good working condition. Use moisture and oil traps in air compression equipment to remove all contaminants from the blasting air and prevent the deposition of moisture, oil, or other contaminants on the roadway surface.

4. CONSTRUCTION

Eliminate existing pavement markings and markers on both concrete and asphaltic surfaces in such a manner that color and texture contrast of the pavement surface will be held to a minimum. Remove all markings and markers with minimal damage to the roadway to the satisfaction of the Engineer. Repair damage to asphaltic surfaces, such as spalling, shelling, etc., greater than 1/4 in. deep resulting from the removal of pavement markings and markers. Dispose of markers in accordance with federal, state, and local regulations. Use any of the following methods unless otherwise shown on the plans:

- 4.1. **Surface Treatment Method.** Apply surface treatment material at rates shown on the plans, or as directed. Place a surface treatment a minimum of 2 ft. wide to cover the existing marking. Place a surface treatment, thin overlay, or microsurfacing a minimum of one lane in width in areas where directional changes of traffic are involved or other areas as directed.
- 4.2. **Burn Method.** Use an approved burning method. For thermoplastic pavement markings or prefabricated pavement markings, heat may be applied to remove the bulk of the marking material before blast cleaning. When using heat, avoid spalling pavement surfaces. Sweeping or light blast cleaning may be used to remove minor residue.
- 4.3. **Blasting Method.** Use a blasting method such as water blasting, abrasive blasting, water abrasive blasting, shot blasting, slurry blasting, water-injected abrasive blasting, or brush blasting as approved. Remove pavement markings on concrete surfaces by a blasting method.
- 4.4. **Mechanical Method.** Use any mechanical method except grinding. Flail milling is acceptable in the removal of markings on asphalt and concrete surfaces.

5. MEASUREMENT

This Item will be measured by each word, symbol, or shape eliminated; by the foot of marking eliminated; or by any other unit shown on the plans.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Eliminating Existing Pavement Markings and Markers" of the type and width as applicable. This price is full compensation for the elimination method used and materials, equipment, tools, labor, and incidentals. Removal of RPMs will not be paid for directly but will be subsidiary to the pertinent bid items.

City of Galveston - Annual Streets Striping Contract

Item No.	Description	QTY	Unit	Unit Price	Total
1	TY I - 4" Yellow Line Solid (TxDOT Spec 666)	30000	LF		
2	TY I - 4" White Line Solid (TxDOT Spec 666)	5000	LF		
3	TY-I - 4" Yellow Broken (TxDOT Spec 666)	30000	LF		
4	TY-I - 4" White Broken (TxDOT Spec 666)	5000	LF		
5	4" Pavement Marking Removal (TxDOT Spec 677)	5000	LF		
6	4" Pavement Marking Sealer (TxDOT Spec 666)	5000	LF		
7	TY-I - 6" Yellow Line Solid (TxDOT Spec 666)	3500	LF		
8	TY-I - 6" White Line Solid (TxDOT Spec 666)	5000	LF		
9	TY-I - 6" Yellow Broken (TxDOT Spec 666)	3500	LF		
10	TY-I - 6" White Broken (TxDOT Spec 666)	5000	LF		
11	6" Pavement Marking Removal (TxDOT Spec 677)	1000	LF		
12	6" Pavement Marking Sealer (TxDOT Spec 666)	1000	LF		
13	TY-I - 8" Yellow Line Solid (TxDOT Spec 666)	100	LF		
14	TY-I - 8" White Line Solid (TxDOT Spec 666)	100	LF		
15	TY-I - 8" Yellow Broken (TxDOT Spec 666)	100	LF		
16	TY-I - 8" White Broken (TxDOT Spec 666)	100	LF		
17	8" Pavement Marking Removal (TxDOT Spec 677)	100	LF		
18	8" Pavement Marking Sealer (TxDOT Spec 666)	100	LF		

Item No.	Description	QTY	Unit	Unit Price	Total
19	TY-I - 12" Yellow Line Solid (TxDOT Spec 666)	100	LF		
20	TY-I - 12" White Line Solid (TxDOT Spec 666)	4800	LF		
23	12" Pavement Marking Removal (TxDOT Spec 677)	2000	LF		
24	12" Pavement Marking Sealer (TxDOT Spec 666)	100	LF		
25	TY-I - 24" Yellow Line Solid (TxDOT Spec 666)	100	LF		
26	TY-I - 24" White Line Solid (TxDOT Spec 666)	10000	LF		
29	24" Pavement Marking Removal (TxDOT Spec 677)	2000	LF		
30	24" Pavement Marking Sealer (TxDOT Spec 666)	100	LF		
31	TY-I - Left/Right/Straight Arrows White (TxDOT Spec 666)	25	EA		
32	Removal Left/Right/Straight Arrows (TxDOT Spec 677)	5	EA		
33	Left/Right/Straight Arrows Sealer (TxDOT Spec 666)	5	EA		
34	TY-I WORD ONLY White (TxDOT Spec 666)	25	EA		
35	TY-I WORD STOP White (TxDOT Spec 666)	25	EA		
36	Removal WORD ONLY (TxDOT Spec 677)	5	EA		
37	Removal WORD STOP (TxDOT Spec 677)	5	EA		
38	WORD ONLY Pavement Marking Sealer (TxDOT Spec 666)	1	EA		
39	WORD STOP Pavement Marking Sealer (TxDOT Spec 666)	1	EA		
40	RPM TYPE II CR (TxDOT Spec 672)	100	EA		
41	RPM TYPE II CR Removal (TxDOT Spec 677)	100	EA		

Item No.	Description	QTY	Unit	Unit Price	Total
42	RPM TYPE II AA (TxDOT Spec 672)	1000	EA		
43	RPM TYPE II AA Removal (TxDOT Spec 677)	100	EA		
44	RPM TYPE II IC (TxDOT Spec 672)	100	EA		
45	RPM TYPE II IC Removal (TxDOT Spec 677)	100	EA		
46	RPM TYPE II BB (TxDOT Spec 672)	100	EA		
47	RPM TYPE II BB Removal (TxDOT Spec 677)	100	EA		